

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 45		
2. CONTRACT NUMBER		3. SOLICITATION NUMBER DTFAWA-09-R-01489		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 5/7/2009		6. REQUISITION/PURCHASE NUMBER WA-09-01489	
7. ISSUED BY Federal Aviation Administration 800 Independence Avenue, S.W. Room 406W, Washington, DC 20591				8. ADDRESS OFFER TO (If other than Item 7)					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
SOLICITATION									
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>800 Independence Ave, S.W. Wash, DC 20591</u> until <u>4:00pm</u> local time <u>6/4/2009</u> (Hour) (Date)									
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME Princess Cannon		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 493.4634			C. E-MAIL ADDRESS princess.cannon@faa.gov		
11. TABLE OF CONTENTS									
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OFFER (Must be fully completed by offeror)									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.		DATE		AMENDMENT NO.		
15A. NAME AND ADDRESS OF OFFEROR			CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)									
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) ()			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM			
24. ADMINISTERED BY (If other than Item 7)			CODE		25. PAYMENT WILL BE MADE BY			CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B

Supplies/Services & Price/Cost

The contract is for ISO 9001:2008 professional technical services for recertification and surveillance audits of the AVS Quality Management System as described in Statement of Work, Section C and AVS Organizations, Attachment A. This contract is a Firm-Fixed Price Contract, with all labor, travel and supplies included in each Contract Line Item (CLIN).

Part B.1 – Base Year Recertification Audit Services

The initial, Base Period of Performance is from July 1, 2009 through June 30, 2010. The Base Year includes the Recertification Audit and 1st Surveillance Audit. The price shall include all labor, travel and other costs and closure of all nonconformities, based on the AVS locations listed in Attachment A to this SIR.

The following items relate to CLIN 0001:

- Conduct a Recertification Audit of the AVS QMS during the period of August 17 – 28, 2009, which includes all Services and Offices under one certificate; (price to include all travel expenses and closure of all nonconformities).
- See Attachment A for information relevant to the AVS organization.
- Provide recertification audit report and ISO 9001:2008 Certificate for the AVS QMS NLT September 15, 2009.
- Provide camera-ready artwork of Contractor's accreditation quality seals.

The following items relate to CLIN 0002:

The Contractor shall conduct surveillance audits in accordance with Section 5.0 of the SOW, six (6) months **after the recertification audit** to verify that AVS organizational elements continue to comply with the AVS Quality Management System and ISO 9001:2008 requirements.

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
0001	AVS QMS Recertification Audit	1	Audit	\$
0002	Conduct 1st Surveillance Audit.	1	Audit	\$

Part B.2 – Optional Year One Surveillance Audit Services

The Contractor shall conduct surveillance audits in accordance with Section 5.0 of the SOW, approximately every six (6) months to verify that AVS organizational elements continue to comply with the AVS Quality Management System and ISO 9001:2008 requirements. The Optional Year One Period of Performance will be for a 1 - year period, beginning July 1, 2010 through June 30, 2011, with surveillance audits every six (6) months from completion date of the 1st Surveillance Audit. Exact dates and locations of audits will be determined by the contractor coordinating with AVS QMS leadership prior to the CLIN surveillance audit cycle. The price shall include all labor, travel and other costs and closure of all nonconformities, based on the AVS locations listed in Attachment A to this SIR.

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
1001	Conduct 2 nd Surveillance audit.	1	Audit	\$
1002	Conduct 3rd surveillance audit.	1	Audit	\$

Part B.3 – Optional Year Two Surveillance Audit Services

The Contractor shall conduct surveillance audits in accordance with Section 5.0 of the SOW, approximately every six (6) months to verify that AVS organizational elements continue to comply with the AVS Quality Management System and ISO 9001:2008 requirements. The Optional Year Two Period of Performance will be for a 1 - year period, beginning July 1, 2011 through June 30, 2012, with surveillance audits approximately every six (6) months from completion date of the 1st Surveillance Audit. Exact dates and locations of audits will be determined by the contractor coordinating with AVS QMS leadership prior to the CLIN surveillance audit cycle. The price shall include all labor, travel and other costs and closure of all nonconformities, based on the AVS locations listed in Attachment A to this SIR.

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UOM</u>	<u>PRICE</u>
2001	Conduct 4th Surveillance audit.	1	Audit	\$
2002	Conduct 5th surveillance audit.	1	Audit	\$

SECTION C

Statement of Work

ISO 9001:2008 Recertification and Surveillance Audits of the Aviation Safety (AVS) Quality Management System (QMS)

1.0 BACKGROUND INFORMATION

The Office of Aviation Safety is responsible for implementing policy and monitoring compliance of a body of standards, Title 14, Aeronautics and Space, of the Code of Federal Regulations (CFR), which apply to airmen; aircraft manufacturers, repair/maintenance facilities, air schools; air operators, air agencies; and those individuals and organizations designated to act in AVS' behalf. AVS offices employ a diverse workforce of over 7000 employees worldwide. The workforce is composed of engineers, scientists, physicians, lawyers, analysts, aviation safety inspectors, and administrative people providing safety support in many unique roles.

The International Organization for Standardization has defined the ISO 9001:2008 Quality Systems Standard as internationally recognized requirements that are designed to provide methods for organizations to demonstrate quality services to customers. Aerospace and transportation industry changes necessitate that the Federal Aviation Administration's Office of Aviation Safety (AVS) develop and establish a Quality Management System (QMS) that will enable the total organization to continually manage change that effectively improves safety management and oversight of the United States (U.S.) aviation system. It is incumbent upon AVS and its component organizations to effectively respond to industry trends and effectively lead change within the AVS workforce to implement system safety thereby meeting all stakeholder's needs and expectations. An effective, progressive step in this "journey to excellence" goal is for AVS to complete the ISO 9001:2008 Recertification Audit.

2.0 PURPOSE

The audit of the AVS Quality Management System (QMS) for conformance to the ISO 9001:2008 quality standard is based on an external, third party audit to achieve ISO 9001:2008 recertification.

3.0 SCOPE OF WORK

3.1 APPLICABLE DOCUMENTS

The latest version of standards referenced in this proposal shall be used for the purposes of this contract. The following documents form a part of this specification to the extent specified herein:

- ISO 9000:2005 Quality Management Systems – Fundamentals and Vocabulary
- ISO 9001:2008 Quality Management Systems – Requirements
- ISO 19011 Guidelines for Auditing Quality and/or Environmental Management Systems

- ISO/IEC Guide 62 and/or ISO/IEC 17021 General requirements for bodies operating assessment and certification/registration of quality systems.

3.2 RECERTIFICATION AUDIT

The recertification audit shall be carried out in accordance with the latest revision of ISO 19011 and the appropriate parts of ISO/IEC Guide 62 or its replacement.

The Contractor shall perform the following for the recertification audit:

- Provide a detailed audit schedule for the organizations in Attachment A to this contract (i.e., dates, events, times, locations, team members) no later than forty-five (45) business days prior to each scheduled audit. Note: the Office of Aviation Safety Analysis is newly established (2008) and was not included in the scope of the original AVS QMS. Note: The AVS QMS ISO 9001:2000 Certificate expires September 19, 2009 and the organization does not want a lapse in certification.
- (Lead Auditor) shall hold an opening meeting with the AVS QMS Management Representative and site management to outline the audit expectations.
- (Lead Auditor) shall debrief site management of the area audited at the end of each audit day or as agreed to.
- Review site AVS QMS documents (this may be done off site) and provide a detailed written report including nonconformities.
- Shall perform a recertification audit for conformance to ISO 9001:2008.
- (Lead Auditor) shall conduct a closing meeting for the AVS Management Team and/or site office/service management if individual organizations are the subject of audit. This is done to summarize results and identify any issues.
- (Lead Auditor) shall deliver a registration audit report to the AVS QMS Management Representative which details the results of the audit, itemizes nonconformance, requests corrective actions and sets a time limit for the corrective action responses.
- Shall follow-up for closure of nonconformance.

3.3 OTHER MISCELLANEOUS REQUIREMENTS

- Contractors must provide their own equipment to perform these audits.
- The contractor must not work during Federal Holidays.
- The contractor shall comply with existing and evolving FAA, AVS, and Office/Service/Staff guidance, policies and procedures.

- All documents, including records, schedules, charts, drafts, diagrams, etc., developed by the contractor during this project in performance of the contract will become the property of the FAA/AVS with the exception of documents needed for submittal to the ISO registering body. Such documentation and records shall be released to the FAA at the end of the contract performance period or upon the request of the COTR.

3.4 LOCATION OF WORK PERFORMANCE

The services specified in this contract are mission specific and time sensitive. The performance of this contract is expected to involve travel to the locations listed in Attachment A of this contract. When the contractor's audit plan includes FAA locations outside the 50 United States, seventy-five (75) days advance notice is required to allow time for Federal Personnel [guide] foreign travel planning. Foreign country business visa's may be required for travel.

Execution of the specific CLIN tasks must be coordinated with the Contracting Officer's Technical Representative (COTR).

4.0 ISO 9001:2008 REGISTRATION

A determination of full compliance shall result in recertification of the AVS Quality System. The registration shall include:

- Presentations of camera ready artwork of the Contractor's quality mark and those of the Contractor's accreditations for use on AVS publications and stationery.
- Completion of the recertification prior to September 19, 2009.
- Contractor's published directory of companies that have achieved registration to ISO 9001:2008 shall include reference to the AVS achievement.

The registration shall be valid for a period of three (3) years from the date of issuance and may be withdrawn subject only to the following conditions:

- AVS request for withdrawal, or
- Contractor Lead Auditor's determination that the certificate be withdrawn based upon the registrar's procedures.

5.0 SURVEILLANCE AUDITS

The Contractor shall conduct surveillance audits approximately every six months to verify that AVS and its service/office organizations continue to comply with the AVS Quality Management System and ISO 9001:2008.

A Surveillance Audit Report shall be delivered for each such audit which details the results of the audit, itemizes nonconformities, and sets a time limit for AVS organization to implement corrective action responses. The Contractor shall specify an adequate range of time for AVS to respond to any

deficiency. The Contractor shall have a multi-layered appeals system through which the AVS may appeal any ruling, determination or action of the Contractor relating to the auditing and registration processes.

SECURITY

Contractor personnel should be cleared to the level of Unclassified.

PART I - SECTION D
PACKAGING AND MARKING

D.1 PACKING AND PACKAGING

All deliverables under this contract shall be preserved and packaged in accordance with the most economical and best commercial practices to assure delivery at the destination and to prevent deterioration and damage due to shipping, handling and storage hazards.

D.2 MARKING OF DELIVERABLES

In addition to information provided with shipping instructions, all deliverables shall be marked on the outside of the packaging with the following:

- a. FAA contract number;
- b. Contractor's name and address;
- c. List of contents; and
- d. Task order number.

D.3 MARKING OF REPORTS

The Contractor must mark all reports as follows:

- a. Task Order number and Contract Line Item Number (CLIN)/Task Number
- b. Report Title
- c. Contract number
- d. Date
- e. Distribution

PART I - SECTION E
INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance

- (a) The Contracting Officer (CO) or the Contracting Officer's Technical Representative, listed in Section G.1, as the CO's duly authorized representative, is authorized to perform inspection on behalf of the Government for the purpose of acceptance of all services to be provided.
- (b) Inspection, review or the anticipation of acceptance/approval of a contract item in the course of its preparation must not be construed as assurance of acceptance of the finished product.

SECTION F – DELIVERIES OR PERFORMANCES

The contractor must deliver the following items in the course of performing this work:

AVS QMS ISO 9001:2008 Audit Approach and Plan (Final)

Frequency: within 5 working days following the AVS kick-off meeting
Distribution: 1 copy electronic format (MSOffice) via e-mail to AVS QMS Management Representative
1 copy electronic format (MSOffice) via e-mail to COTR

CLIN 0001:

Recertification-Registration Audit Report

Frequency: one time 5 working days following completion of the audit.
Distribution: 1 Copy electronic or hard copy to AVS QMS Management Representative
1 copy electronic format via e-mail to COTR

AVS Registration and Certificate of Compliance

Frequency: one time presentation at FAA Headquarters in Washington DC within 45 days of award
Distribution: 1 Original via post-mail to AVS QMS Management Representative
1 electronic copy (PDF, etc.) via e-mail to COTR for AVS QMS Web Site

Camera-ready artwork

Frequency: one time within 45 days of certificate award
Distribution: 1 Copy to COTR of the contractor's quality mark and those of the contractor's accreditations for use on AVS publications and stationery.

Contractor's published registration directory

Frequency: one time within 60 days of certificate award
Distribution: 1 Copy electronic format (PDF, etc.) or open access to web directory.

CLIN 0002 through 0005:

Surveillance Audit Report

Frequency: within 5 working days following completion of each scheduled audit.
Distribution: 1 copy electronic or hard copy to AVS QMS Management Representative
1 copy electronic format via e-mail to COTR

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G.1 Contract Administration

Contracting Officer:

FEDERAL AVIATION ADMINISTRATION
Attn: Tim Spencer, AJA-482, (202) 267-9845
800 Independence Avenue, S.W. Room 402
Washington, DC 20591
Phone (202) 267-8068

Contracting Specialist:

Federal Aviation Administration
ATTN: Princess Cannon, AJA-482, (202) 493.4634
800 Independence Avenue, S.W. Room 402
Washington, DC 20591
Phone (202) 493-4634

Contracting Officer's Technical Representative (COTR):

FEDERAL AVIATION ADMINISTRATION
Attn: Ron, Rhoades, AQS-100, (202) 267-9221
800 Independence Avenue, S.W.
Washington, DC 20591
Phone: (202) 267-3980

The COTR is responsible for the technical administration of the contract and the technical liaison with the Contractor. The COTR is not authorized to change the scope of work or specifications in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms and conditions of the contract.

The COTR is responsible for monitoring progress and overall technical management of the work hereunder and shall be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer is effective or binding upon the Government, unless a contract modification or letter of direction is executed by the Contracting Officer prior to completion of this contract.

On all matters that pertain to contract terms, the Contractor must contact the Contracting Officer. When, in the opinion of the Contractor, the COTR requests effort outside the existing scope of the contract, the Contractor will promptly notify the Contracting Officer. The Contractor under such

request must take no action unless and until the Contracting Officer has issued a letter of direction or a contract modification. (See also section G.2 below.)

G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions, which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

G.3 INTERPRETATION OR MODIFICATION

No verbal statement by any person, and no written statement by anyone other than the Contracting Officer (CO), or his/her authorized representative acting within the scope of his/her authority, shall be interpreted as modifying or otherwise affecting the terms of this solicitation or resulting contract. All requests for interpretation or modification must be made in writing to the CO.

G.4 PAYMENT

The Contractor shall submit (1) executed original and two (2) copies of Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, together with Contractor's regular invoice, to:

Federal Aviation Administration
Financial Management Branch
800 Independence Avenue, SW
Washington, DC 20591

PROCEDURES FOR SUBMISSION OF INVOICES

The Contractor must submit invoices no more frequently than monthly. The Contractor must place the following statement on each invoice, signed by an authorized company representative:

"This is to certify that the services set forth herein were performed during the period stated, and that incurred costs billed were actually expended.

Signature of Contractor's
Authorized Representative

Date of Invoice

The invoice package must include a properly completed commercial invoice. For each invoice submitted for payment, the contractor must include the contract number, invoice number, and the

Project Data and Accounting Information for each contract line item number (CLIN) contained in the instant request for payment. Project Data and Accounting Information is included for each contract line item number (CLIN) in the schedule for equipment and/or services in the award document. If the Project Data and Accounting Information is the same for all CLIN's, the contractor may capture the data only once on the invoice. However, if the Project Data and Accounting Information are different for any of the CLIN's in the award schedule, the contractor must identify the appropriate Project Data and Accounting Information along with the CLIN and CLIN invoice amount for each CLIN, which has different data. Invoices submitted without the benefit of this data will be considered incomplete and may result in rejection of the request for payment. One (1) copy of each invoice, so assembled, must be delivered to the FAA Contract Specialist, marked "Contracting Specialist's Original Copy," and three (3) copies of each invoice shall be delivered to the FAA's accounting division, one of which is marked "Accounting Division Original Copy," in accordance with the FAA billing procedures. Addresses for concurrent distribution are as follows:

Contracting Officer:

Federal Aviation Administration
Attn: Tim Spencer, AJA-482, (202) 267-9845
800 Independence Ave, S.W.
Washington, DC 20591

Accounting Division:

Federal Aviation Administration
Accounts Payable Branch
Room 402, PO Box 25710
Oklahoma City, OK 73125

The Contracting Officer will authorize payments in amounts determined to be allowable in accordance with the Federal Aviation Administration "Contract Cost Principles" at AMS 3.3.2-1.

G.5 Method of Payment

A. Payments under this contract will be made by wire transfer through the Treasury Financial Communications System.

B. The Contractor shall forward the following information in writing to the paying office not later than 7 days after receipt of notice of award.

1. Full name (where practicable), title, phone number, and complete mailing address of responsible official (s) (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

2. The following bank information required accomplishing wire transfers:

i) Name, address, and telegraphic abbreviation of the receiving financial institution.

ii) Receiving financial institution's 9-digit American Banker's Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System).

iii) Recipient's name and account number and the receiving financial institution to be credited with the funds.

- iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution Through which the receiving financial institution receives electronic funds transfer messages.

If a correspondent financial institution is specified, also provide:

- a. Address and telegraphic abbreviation of the correspondent financial institution.
- b. The correspondence financial institution's 9-digit ABA identifying number for routing transfer of funds.

G-6 Exercise of Options

This agreement is renewable in 12-month intervals at the unilateral option of the Government. An option shall be exercised by issuance of a unilateral modification for the subsequent option requirement, as set forth in the schedule. The Government has the right to unilaterally exercise the options specified in the Price Schedule.

3.2.4-35 Option to Extend the Term of the Contract (April 1996)

- (a) The Government may extend the term of this contract by written notice to the Contractor at any time during the term of the contract.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 (months) 3(years).

(End of clause)

PART I - SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 RELATIONSHIPS, INTERPRETATIONS, AND MODIFICATIONS

The Contractor must provide support to the Government by completing work within the Statement of Work and as assigned under this contract. The Contractor must not provide technical direction or assume the Government's responsibility under any programs. Although the effort under this contract may include recommendations to the Government, specific Government approval and action will be necessary before such recommendations can become effective. The Contractor's efforts must not be binding on other Government contractors. The Contractor must not take any action with respect to other contractors that causes any change in their contract scope of work, cost, or scheduling.

No oral statement of any person, and no written statement of anyone other than the Contracting Officer or the COTR, acting within the limits of the authority specified in such designation, shall modify or otherwise affect any provision of this contract.

H.2 ACCESS TO GOVERNMENT FACILITIES

Part of the effort to be performed under this contract may be at facilities operated by the Federal Aviation Administration. The Contractor will be granted ingress and egress at the specific site where the effort is to be accomplished. Access to the site shall be coordinated with COTR.

While Contractor personnel are at Government facilities, they are required to comply with all rules and regulations of the site, particularly in the areas of health and safety. The facilities to which Contractor has access at all times will be in the custody of the Federal Government and will not be considered "Government Property" furnished to the Contractor.

The scheduling of access to Government facilities shall be under the control of the Government. Facility availability will be scheduled to permit timely performance of contract requirements. However, Contractor personnel must be prepared to work outside the normal daytime shift if conditions at the facility so require.

The Contractor must require that all Contractor personnel who perform work at FAA facilities wear identifications badges, which clearly identify individuals as Contractor employees.

The Government reserves the right to issue its own contractor identification badges. If Government badges are required, they will be issued in accordance with Government procedures.

If it is brought to the attention of the Government that any Contractor or subcontractor employee working on this contract does not meet the minimal work requirements, the Contractor will be advised in writing by the Contracting Officer and access to FAA facilities may be denied for that employee.

H.3 EMPLOYEE TERMINATION

(a) Contractor Personnel: The Contractor must notify the CO immediately whenever an employee performing work under this contract terminates employment. The Contractor must be responsible for returning, or ensuring that the employee returns all DOT-issued contractor/employee identification and all other DOT property.

(b) Government Personnel: If Government personnel obtain identification cards from the Contractor, the identification cards should be returned upon the completion of assignment or departure from the FAA, whichever comes first. The FAA will establish procedures for controlling Government personnel with access to Contractor's facilities.

H.4 KEY PERSONNEL 3.8.2-17 (July 1996)

(a) The Government reserves the right to designate certain Contractor employees as "Key Personnel." Key Personnel are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the Key Personnel, the Contractor shall notify the Contracting Officer in writing and must receive consent. The Contractor shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) The Contractor without written consent of the Contracting Officer shall make no diversion.

(d) The key personnel and/or facilities under this contract are:

Lead Auditor(s) (to be specified at award)

Support Auditor(s) (to be specified at award)

Lead Auditor (s)

Minimum/General Experience: Ten years experience in auditing QMS. Must have led the audit of at least (5) large organizations with at least (1) being a federal government facility or a state government facility and (1) being an aviation related organization for compliance with ISO 9001:2000/2008 as described in the SOW.

Functional Description: Key person(s) leads the audits. Responsible for holding meetings with AVS QMS Management Representative and site management to outline the audit expectations. Conduct closing meeting for the AVS Management Team. Deliver a registration report to the AQS QMS Management Representative

Minimum Education: BA/BS

Support Auditor (s)

Minimum/General Experience: Five years experience in auditing QMS. Must have participated in at least 10 registration audits. Certified by a national auditor certification body.

Functional Description: Review AVS OMS documents. Perform a recertification audit for conformance to ISO 9001:2008. Follow up for closure of nonconformance

Minimum Education: Bachelor's Degree from an accredited college or university

.H.5 CONFIDENTIALITY OF DATA AND INFORMATION

The Contractor and any consultants in the performance of this contract may have a need for access to and use of various types of data and information in the possession of the Government, which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and any consultants should abide by any restrictive use conditions on such data and not:

- Knowingly disclose such data or information to others without written authorization from the Contracting Officer, unless that data or information has otherwise become available to the public through no action or fault of the Contractor; and
- Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend, unless such information or data has otherwise fallen into the public domain through no action or fault of the Contractor.

In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreement from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for the Government's information. These agreements shall prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the agreement or from the Government shall be protected from unauthorized use of disclosure to any individual, corporation, or organization so long as it remains proprietary.

The Contractor agrees to make employees aware of the requirement to maintain confidentiality of data and/or information, and in the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee, engaged in any effort connected with this contract, an agreement, in writing, which shall in substance provide that such employee will not, during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit of any individual, any trade secrets, confidential information or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract unless such information otherwise falls in to the public domain through no action or fault of the Contractor or employee.

The Contractor agrees to hold the Government harmless and to indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the Contractor, its employees, consultants, or other agents of any kind.

The Contractor agrees to include to the substance of this provision in all subcontracts, including consultant and lecturer subcontracts, awarded under this contract. The Contracting Officer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that (1) the Contractor considers the application of the prohibitions of this provision to be inappropriate and

unnecessary in the case of particular subcontract; (2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the Contractor provides the Contracting Officer timely, written, advance notice of these and any other extenuating circumstances.

Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under the contract, the Contractor shall return all data and information obtained from the Government, including all copies, modification, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from other companies shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations, or combinations thereof of data or information, which cannot reasonably be returned to the Contracting Officer (or to a company) have been deleted from the Contractor's (or subcontractor's) records and destroyed. These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data or information obtained from other sources without restriction.

Work performed under this contract may involve access to information (including but not limited to specifications, engineering requirements, cost estimates, and other sensitive data) relating to but in advance of acquisition actions. Consequently, the Contractor (including individual employees) shall not release or communicate any such information, whether oral or written, to any person except FAA personnel; employees of the Contractor with a "need to know"; and such other personnel as may be designated in writing by the Contracting Officer.

H.6 NON-PERSONAL SERVICES

The Contractor agrees that this is a non-personal service contract. For the purposes of the contract the Contractor is not, nor shall it hold itself out to be, an agent or partner of, or joint venture with, the Government; and that the Contractor shall neither supervise, nor accept supervision from, Government employees.

No personal services shall be performed under this Contract. No contractor employee will be directly supervised by the Government. All individual contractor assignments and daily work direction shall be given by the applicable contractor supervisor. If the contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action.

The contractor shall not perform any inherently governmental functions under this contract. No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications (including meetings participation) with third parties in connection with this contract, contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the contractor employee shall state that they have no authority to in anyway change the contract.

Pursuant to AMS 3.8., the CO may waive this provision to the extent that individual work orders may require Personal Services; provide that the required FAA approvals are obtained prior to the performance of the services.

SECURITY

Contractor personnel should be cleared to the level of Unclassified.

3.14-2 Contractor Personnel Suitability Requirements (January 2009)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

Low Risk – 1

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);

- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

None

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

3.14-3 Foreign Nationals as Contractor Employees (April 2008)

(a) Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

- (1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;
- (2) A risk or sensitivity level designation can be made for the position; and
- (3) The appropriate security-related background investigation/inquiry can be adequately conducted.

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

(End of Clause)

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2008)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and Office of Security, AIN-400. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the [CO to insert location] must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to [CO to insert name and location of security division or staff] by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: [CO to insert mailing address]. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the [CO to insert name and location of the person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [CO to insert point of contact with phone number].

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

3.14-5 Sensitive Unclassified Information (SUI) (July 2008)

(a) Sensitive information must be restricted to specific contractors who:

- (1) Have a need "to know" to perform contract tasks;
- (2) Are authorized to receive the SUI;
- (3) Meet personnel suitability security requirements to access sensitive information; and
- (4) Successfully complete a Document Security Notice and SUI Request Form.

(b) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:

- (1) Procedures for distributing, receiving, and retaining signed Document Security Notice and SUI Request Forms from each subsequent recipient of the SUI (to include subcontractors, suppliers, etc.);

- (2) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
- (3) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- (4) Procedures for protecting against co-mingling of information with general contractor data system/files;
- (5) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
- (6) Procedures for the reproduction of subject material;
- (7) Procedures for reporting unauthorized access; and
- (8) Procedures for the destruction and/or sanitization of such material.

(c) Federal Business Opportunities (FedBizOpps): Except for those items noted by the CO, SUI will be made available to offerors through FedBizOpps. FedBizOpps provides a secure environment for the distribution of SUI information to vendors.

(1) FedBizOpps can be found at www.fbo.gov.

(2) Vendors will utilize FedBizOpps to download SUI information (to include plans, specifications, equipment specifications, etc.), or the vendor will utilize the site to download a request form to send to the CO for SUI information unavailable in electronic formats.

(3) Before receiving access to the SUI information or forms, the offeror is required to electronically certify to SUI policy and standards in FedBizOpps.

(4) As FedBizOpps uses the Central Contractor Registration (CCR) for a portion of the vendor authentication process, offerors must be successfully register and designate a Marketing Partner Identification Number (MPIN) in CCR (www.ccr.gov) prior to seeking access to SUI through FedBizOpps.

(5) Instructions and guides on usage of FedBizOpps can be found at www.fbo.gov.

(End of clause)

SECTION I – CONTRACT CLAUSES

3.1.1-1 Clauses and Provisions Incorporated by Reference (September 2002)

This Contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select “Contract Writing/Clauses”).

3.1.7-4	Organizational Conflicts of Interest (February 2009)
3.2.2.7-6	Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2009)
3.2.2.7-7	Certificate Regarding Responsibility Matters (February 2009)
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.2.2.3-10	Type of Business Organization (July 2004)
3.2.2.3-70	Taxpayer Identification (July 2004)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 1996)
3.2.5-7	Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.3.1-1	Payment (April 1996)
3.3.1-8	Extras (April 1996)
3.3.1-15	Assignment of Claims (April 1996)
3.3.1-17	Prompt Payment (January 2008)
3.3.1-33	Central Contractor Registration (January 2008)
3.3.1-34	Payment of Electronic Funds Transfer, CCR (February 2009)
3.3.1-35	Certificate of Registration in Central Contractor Registration (CCR) (April 2006)
3.3.1-36	Availability of Funds, Option Periods Under a Continuing Resolution (April 2008)
3.3.2-1	FAA Cost Principles (October 2006)
3.6.2-5	Certification of Nonsegregated Facilities (February 2009)
3.6.2-6	Previous Contracts and Compliance Reports (April 1996)
3.6.2-8	Affirmative Action Compliance (April 1996)
3.6.2-35	Prevention of Sexual Harassment (August 1998)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-12	Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)
3.6.2-13	Affirmative Action for Workers With Disabilities (April 2000)
3.6.2-14	Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)
3.6.2-39	Trafficking in Persons (January 2008)
3.6.3-11	Toxic Chemical Release Reporting (April 2008)
3.6.3-13	Recycle Content and Environmentally (April 2009)
3.6.3-16	Drug Free Workplace (February 2009)

3.6.4-10	Restriction on Certain Foreign Purchases (April 1996)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-9	Stop Work Order (October 1996)
3.10.1-12	Changes--Fixed-Price (April 1996)
3.10.1-25	Novation and Change-of-Name Agreements (October 2007)
3.10.2-1	Subcontracts (Fixed-Price Contracts) (April 1996) Alt 1
3.10.4-4	Inspection of Services – Both Fixed-Price & Cost Reimbursement (April 1996)
3.10.6-1	Termination for Convenience of the Government (Fixed Price) (October 1996)
3.10.6-4	Default (Fixed-Price Supply and Service) (October 1996)
3.13-4	Contractor Identification Number – Data Universal Numbering System (DUNS) Number (April 2006)
3.13-5	Seat Belt Use by Contractor Employees (January 1999)
3.14-5	Sensitive Unclassified Information (July 2008)
3.1.7-4	Organizational Conflict of Interest (February 2009)

(a) The policy of the FAA is to avoid contracting with contractors who have unacceptable organizational conflicts of interest. An organizational conflict of interest means that because of existing or planned activities, an offeror or contractor is unable or potentially unable to render impartial assistance to the agency, or has an unfair competitive advantage, or the offeror or contractor's objectivity is, or might be, impaired.

It is not the intention of the FAA to foreclose a vendor from a competitive acquisition due to a perceived OCI. FAA Contracting Officers are fully empowered to evaluate each potential OCI scenario based upon the applicable facts and circumstances. The final determination of such action may be negotiated between the impaired vendor and the Contracting Officer. The Contracting Officer's business judgment and sound discretion in identifying, negotiating, and eliminating OCI scenarios should not adversely affect the FAA's policy for competition. The FAA is committed to working with potential vendors to eliminate or mitigate actual and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of the FAA, or the legitimate business interests of the vendor community.

(b) Mitigation plans. The successful contractor will be required to permit a Government audit of internal OCI mitigation procedures for verification purposes. The FAA reserves the right to reject a mitigation plan, if in the opinion of the Contracting Officer, such a plan is not in the best interests of the FAA. Additionally, after award the FAA will review and audit OCI mitigation plans as needed, in the event of changes in the vendor community due to mergers, consolidations, or any unanticipated circumstances that may create an unacceptable organizational conflict of interest.

(c) Potential organizational conflict of interest. The following examples illustrate situations in which questions concerning organizational conflicts of interest may arise. They are not all inclusive.

(1) Unequal access to information. Access to "nonpublic information" as part of the performance of an FAA contract could provide the contractor a competitive advantage in a later competition for another FAA contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the FAA procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(2) Biased ground rules. A contractor in the course of performance of an FAA contract has in some fashion established important "ground rules" for another FAA contract, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluation criteria of a future FAA procurement. The primary concern of the FAA in this case is that a contractor so situated could slant key aspects of procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the FAA procurement indicate the successful vendor may be in a position to establish, or may have important ground rules, including but not limited to those described herein, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity. A contractor in the course of performance of an FAA contract is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the FAA could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the FAA procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

(d) Disclosure by offerors or contractors participating in FAA acquisitions

(1) Offerors or contractors should provide information which concisely describes all relevant facts concerning any past, present or currently planned interest, (financial, contractual, organizational, or otherwise) relating to the work to be performed and bearing on whether the offeror or contractor has a possible OCI.

(2) If the offeror or contractor does not disclose any relevant facts concerning an OCI, the offeror or contractor, by submitting an offer or signing the contract, warrants that to its best knowledge and belief no such facts exist relevant to possible OCI.

(e) Remedies for Nondisclosure. The following are possible remedies should an offeror or contractor refuse to disclose, or misrepresent, any information regarding a potential OCI:

(1) Refusal to provide adequate information may result in disqualification for award.

(2) Nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award.

(3) Termination of the contract, if the nondisclosure or misrepresentation is discovered after award.

(4) Disqualification from subsequent FAA contracts.

(5) Other remedial action as may be permitted or provided by law or in the resulting contract.

(End of provision)

3.9.1-1 Contract Disputes (November 2002)

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave, S.W., Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2)

years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

(End of clause)

3.9.1-2 Protest After Award (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

Section J
Lists of Attachments

- I. Attachment A** – Aviation Safety (AVS) Organizations and LocationsPage 31
- II. Attachment B** - Federal Aviation Administration Business DeclarationPage 36

Attachment A

Aviation Safety (AVS) Organizations and Locations

The FAA's Aviation Safety (AVS) line of business is led by an Associate Administrator (AVS-1), Deputy Associate Administrator (AVS-2) and an executive staff (18 specialists/assistants). The executives and staff are located in the FAA Headquarters, 800 Independence Avenue, SW, Washington, DC. The AVS mission is executed by the following director-led organizations. The FAA and AVS utilize 9 regional offices to fulfill their complex mission.

1. Office of Quality, Integration and Executive Services (AQS)

Number of Employees: 275; Washington DC and all regions.

The Office of Quality, Integration and Executive Services has the Office of the Director and 5 divisions: The Quality, Integration and Process Division, AQS-100 which oversees the AVS Quality Management System and the system-level processes; The Information Technology Division, AQS-200; The Planning and Performance Division, AQS-300; The Finance and Budget Division, AQS-400; and The Management and Business Services Division, AQS-500.

- AQS-100: 15 employees in Washington DC
- AQS-200: 229 employees: 88 in Washington DC, 24 in Oklahoma City, balance in the regional offices
- AQS-300: 11 employees in Washington DC
- AQS-400: 8 employees in Washington DC
- AQS-500: 12 employees in Washington DC

2. AIRCRAFT CERTIFICATION SERVICE (AIR)

Number of Employees: 1205

The Aircraft Certification Service (AIR) is a business unit within the Office of Aviation Safety (AVS) line of business of the Federal Aviation Administration (FAA).

The Office of the Director (AIR-1) manages AIR, an organization that shares responsibility for the design and production approval, airworthiness certification, and continued airworthiness programs of all U.S. civil aviation products. AIR carries out its mission through the following offices:

International Policy Office (AIR-40): Washington, D.C.

Aircraft Engineering Division (AIR-100): Washington, D.C.

Production and Airworthiness Division (AIR-200): Washington, D.C.

Program and Planning Management Division (AIR-500): Washington, D.C.

Small Airplane Directorate (ACE-100): Kansas City, Missouri

Engine and Propeller Directorate (ANE-100): Burlington, Massachusetts

Transport Airplane Directorate (ANM-100): Seattle, Washington

The number of employees by office is listed below:



"Facility Location.xls"

3. Office of ACCIDENT INVESTIGATION (AAI)

Number of Employees: 30, all based in Washington, DC Headquarters

The Office of Accident Investigation (AAI) promotes aviation safety and the improvement of our aviation system by:

1. Managing the FAA's response to safety recommendations from the FAA workforce, the National Transportation Safety Board (NTSB) and aviation authorities of other countries.
2. Effectively investigating accidents and incidents.
3. Quality assurance of FAA accident investigations.
4. Performing data analysis to evaluate trends and the need for corrective measures.

4. Office of RULEMAKING (ARM)

Number of Employees: 32; all based in Washington, DC Headquarters.

ARM manages the agency's rulemaking program, processes and timelines. This includes:

- Developing proposed and final rules;
- Managing responses to petitions for exemption from regulatory requirements; and
- Overseeing rulemaking advisory committees that provide advice and recommendations on a myriad of aviation-related issues.

5. FLIGHT STANDARDS SERVICE (AFS)

Number of Employees: 4980 distributed nationally and internationally:

Flight Standards is responsible for:

(1) Certification, operating methods, flight operations, and maintenance activities of U.S. air carriers and foreign air carriers operating in and over the U.S.

(2) Maintenance standards for U.S.-registered aircraft, including continued airworthiness.

(3) Certification and conduct of commercial, industrial, private, and general aviation operations including rotorcraft.

(4) Examination and certification (except medical) of airmen (except ATC tower operators) and air agencies.

(5) Examination and appointment of persons designated and authorized to act as representatives of the Administrator pursuant to Title 49 of the United States Code (49

U.S.C.) with respect to certification of flight airmen and the maintenance of civil aircraft and products.

(6) Use of air navigation facilities, appliances, and systems by civil aircraft; the minimum equipment capability of civil aircraft for operating in an established environment; and the operational aspects of flight procedures including en route and instrument approach procedures (except ATC procedures).

(7) Approval of and surveillance over the aircraft maintenance programs of operators and pilot schools.

(8) Assurance that appropriate operational considerations are accommodated with regard to aircraft maintenance policies, procedures, and practices.

(9) Operating requirements and criteria for use of aircraft systems; e.g., determining whether a navigation device can be used as a sole source of navigation or how many are required; determining the type of airborne equipment required for low visibility approaches and landings.

(10) Ensuring that operational considerations are accounted for in the "Operating Limitations and Information" (including operational requirements and pilot procedures) requirements, policies, and practices for the development of airplane and rotorcraft flight manuals.

(11) Setting flight inspection policy.

(12) Promoting safety through monitoring compliance with the Federal Aviation Regulations, including the gathering of evidence and the preparation of Enforcement Investigative Reports (EIR) to support the initiation of administrative and legal enforcement action, when appropriate.

Counts of Flight Standards Offices

Region	Location	Number of Domestic field offices	AEG Offices	Number of offices located in foreign countries	
Alaskan	Alaska	3		0	
Central	Missouri	7	1	0	
Eastern	New York	15		2	
Great Lakes	Illinois	15		0	
New England	Massachusetts	5	1	0	
Northwest Mountain	Washington	12		0	
Southern	Georgia	19		0	includes Puerto Rico
Southwest	Texas	17	1	0	
Western Pacific	California	17	1	1	includes Hawaii
Totals		9	110	4	3
Grand Total		126	Offices		

Foreign Offices Included in above counts

Singapore International Field Office WP-33 located in Singapore

Frankfurt International Field Office EA-33 in Germany

London International Field Office EA-35 at Gatwick UK

*Note New England Region is currently being absorbed by Eastern Region (AEA) and all Regional Division functions will be move to AEA

6. Office of AEROSPACE MEDICINE (AAM)

Number of Employees: 347 in 24 locations:

- Washington DC Headquarters
- Oklahoma City
- Nine (9) FAA Regional Offices
- Thirteen (13) Medical Field Offices

AAM Scope of Services:

Establish industry medical standards, medically certifying pilots, medically clearing FAA air traffic controllers, developing and delivering aerospace medical education, performing aerospace medical and human factors research, administering occupational health and health awareness programs for FAA employees, and developing, implementing and enforcing aviation industry drug and alcohol programs and FAA employee substance abuse programs.

7. AIR TRAFFIC OVERSIGHT (AOV) Services

Number of Employees: 95; Washington, DC Headquarters and selected regions

The Air Traffic Oversight Service is comprised of the Office of the Director, two Divisions: the Air Traffic Operations Oversight Division and the Safety Management Oversight Division, and three Executive Staff Offices, including Area Offices in Dallas and Seattle.

AOV:

- Monitors ATO operations to determine compliance with established standards, rules, and directives.
- Conducts audits, investigations, surveillance and inspections of ATO services.
- Develops and maintains policy requirements for the ATO; s Safety Management System (SMS), and manages oversight of the ATO's compliance with SMS requirements.
- Develops and maintains policy requirements for the Air Traffic Credentialing Program for Air Traffic Control Specialists (ATCS) and Air Traffic System Specialists (ATSS), and manages oversight of the ATCS/ATSS Credentialing Program.
- Manages the Control Tower Operator (CTO) Certificate Program.
- Ensures baseline standards are maintained for the NAS.
- Develops and maintains regulations and guidance for applicants and credential holders.
- Responsible for licensing/credentialing personnel in safety oversight roles who perform safety related duties.
- Evaluates, conducts research, and leads stakeholder meetings to address/mitigate safety concerns.

8. Office of Aviation Safety Analysis (ASA)

Note: This new organization was not included in the initial registration audit and cycle of surveillance audits. It will be included in this recertification audit process.

Number of Employees: 26; Washington DC Headquarters

The Aviation Safety Analysis office has the Office of the Director and three divisions that:

- (1) Provides AVSMT, and AVS services and offices with safety analysis on high priority or systemic safety issues.
- (2) Manages the operation and oversight of the analytical (non-IT) components of the AVS ASIAS Center.
- (3) Establishes policy, standards, and procedures governing the development and research activities for safety data/information systems, analytical tools and methodologies, and SMS activities across the AVS enterprise.
- (4) Develops and implements the capability to forecast, identify, and analyze future trends and hazards as an integral part of the AVS SMS.
- (5) Establishes the analysis and assessment capability to provide AVS-1 with the risk information required by the SMS standards and good management practices. ASA-1 will advise and consult with the AVSMT, FAA and industry stakeholders on the identification of systemic hazards, risks, and recommended options.

Attachment B

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

FEDERAL AVIATION ADMINISTRATION BUSINESS DECLARATION

1. Name of Firm: _____
2. Address of Firm: _____
3. Telephone/ Number of Firm: _____ Facsimile Number of Firm: _____
E-mail: _____
4. (a) Name of Person Making Declaration: _____ (b) Telephone _____
(c) Position Held In The Company: _____
5. Controlling Interest In Company (X All Appropriate Boxes)
☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian American
☐ Other Minority (Specify) _____ Other (Specify) _____ ☐ Female
☐ Male ☐ 8(a) Certified (Certification Letter Attached) ☐ Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision-making, including but not limited to financial and management decisions? ☐ Yes ☐ No
If No, provide the name/telephone # of the person who has this authority: _____
7. Nature of Business—Specify major services/products (NAICS). _____
8. (a) Years the firm has been in business: _____ (b) No. of Employees: _____
9. Type of Ownership: ☐ Sole Ownership ☐ Partnership ☐ Other (Explain Below) _____
10. Gross receipts of the firm for the last three years: _____ Year Ending _____ Gross Receipts \$ _____
Year Ending _____ Gross Receipts \$ _____ Year Ending _____ Gross Receipts \$ _____
11. ☐ Tax Identification Number (TIN) (If applicable): _____
☐ Employer Identification Number (EIN) (If applicable): _____
☐ Social Security Number (SSN) (If applicable): _____

Privacy Act Statement: The TIN/EIN/SSN is required to comply with the reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure to provide the information may exclude you from doing business with the Federal Aviation Administration.

SIZE STANDARDS AND THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) (FEBRUARY 2002)
The NAICS code for this acquisition is 921190. The small business size standard is \$6.0 million.

12. Is the firm a small business? ☐ Yes ☐ No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING (Name of Business) _____
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT
TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 U.S.C. 1001.

Signature: _____ Date: _____
Name/Title: _____

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.5-2 Independent Price Determination (October 1996)

3.2.2.3-10 Type of Business Organization (July 2004)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c) (3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ A common parent does not own or control the offeror as defined in paragraph (a).
- ☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.13-4 Contractor Identification Number/Data Universal Numbering System (DUNS) Number (April 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.2.3-1	False Statements in Offers (July 2004)
3.2.2.3-11	Unnecessary Elaborate Submittals (July 2004)
3.2.2.3-13	Submission of Information/Documentation/Offer s (July 2004)
3.2.2.3-12	Amendments to Screening Information Requests (July 2004)
3.2.2.3-15	Authorized Negotiators (July 2004)
3.2.2.3-14	Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
3.2.2.3-16	Restricting, Disclosing and Using Data (July 2004)
3.2.2.3-17	Preparing Offers (July 2004)
3.2.2.3-18	Prospective Offeror's Request for Explanation (February 2009)
3.2.2.3-19	Contract Award (July 2004)
3.2.2.3-20	Electronic Offers (July 2004)
3.2.2.3-33	Order of Precedence (February 2009)
3.2.4-1	Type of Contract (April 1996)
3.9.1-3	Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

The Technical Proposal must consist of four sections:

Section 1 – Key Personnel: Provide resumes for all proposed personnel. Proposed candidates must meet or exceed the minimum education and experience requirements listed in Section H.

Section 2 – Proposed Plan and Approach: The offeror shall demonstrate its capabilities and expertise as it relates to the applicable sections of the Statement of Work. It will be evaluated in accordance with the criteria contained in Section M and it should be specific and complete in detail. The proposal should be realistic and be prepared clearly and efficiently, providing a straightforward explanation of what it is the Offeror will do to satisfy the requirements of the SIR. To this end, the Technical Proposal's response to the SIR must clearly demonstrate that the Offeror understands and will comply with the requirements of this SIR.

Section 3 – Demonstrated Experience: The offeror must provide a description of past performance experience at registering governmental organizations and aerospace organizations of similar scope and complexity. Provide information on minimally three contracts performed within the past three years of a similar size and scope to that required for this effort.

The offeror must include for each such contract the following information: contract type, period of performance, contract dollar amount, customer point of contact and telephone numbers, description of services provided and whether the offeror was a prime or subcontractor.

Price Proposal: Complete proposed pricing in Section B and representations and certifications in Section K

3.1-2 Business Declaration Form

The Business Declaration Form located in Section J of the SIR shall be included with proposals in order to receive consideration.

PART IV - SECTION M

EVALUATION FACTORS FOR AWARD

M.1 AWARD SELECTION

FAA will select for contract award the proposal that provides the best value to the agency. Best value is defined as the offer that presents the most advantageous solution to the FAA's requirement. In making this determination, the technical evaluation will be more important than the price. FAA will make trade-offs between these factors and is not confined to making award to either the Offeror submitting the highest-rated technical proposal or the lowest-priced proposal. However, as the assessment of technical proposals becomes closer among Offerors, price will become a more important consideration.

The technical evaluation team (TET) must conduct an evaluation of the offeror's technical volume of their proposal, which will consist of the evaluation of offerors' responses to the following areas:

Section 1 – Key Personnel : The offeror must demonstrate that proposed personnel meet the minimum educational and experience requirements. **(PASS/FAIL)**.

Resumes that meet the minimum requirements will be rated "PASS" and the technical evaluation of the proposal will continue. Offeror's that provide resumes that do not meet the minimum education and experience requirements will be scored "FAIL" and the proposal will not be considered for award.

Section 2 – Proposed Plan and Approach (50%): The degree to which the approach demonstrates comprehension of the requirements and the necessary resources to successfully satisfy the requirements set forth in the statement of work.

Section 3 – Process for Identifying Nonconformities (10%): The degree to which the proposal successfully demonstrates how nonconformities are identified.

Section 4 – Demonstrated Experience (40%): The offeror must demonstrate, through past performance experience, registering governmental organizations and aerospace organizations of similar scope and complexity and substantial size (at least 3 subordinate organizations and preferably more than 2000 employees).

M.2 Section 2 and 3 Rating Definitions

Equivalent Score	Adjectival Rating	Description
10	Outstanding	The Offerors' response exceeds the requirements of the SIR. No weaknesses are found.
8	Very Good	The Offerors' response meets all of requirements of the SIR. No significant weaknesses exist.
6	Satisfactory	The Offerors' response meets most of the requirements of the SIR. Significant weaknesses exist.
3	Poor	The Offerors' response does not meet most of the requirements set forth in the SIR. Major significant weaknesses and/or deficiencies are found, or a major weakness exists that cannot be reasonably mitigated.
0	Unsatisfactory	The Offerors' response does not meet all the requirements of the SIR.

M.3 Performance Evaluation Rating Definitions (Section 4)

Equivalent Score	Adjectival Rating	Description
10	Outstanding	The offeror has successfully performed seven or more contracts within the past three years of a similar size and scope that's required for this effort.
8	Very Good	The offeror has successfully performed four to six contracts within the past three years of a similar size and scope that is required for this effort.
6	Satisfactory	The offeror has performed three contracts within the past three years of a similar size and scope that is required for this effort.
3	Poor	The offeror has performed two contracts within the past three years of a similar size and scope that is required for this effort.
0	Unsatisfactory	The offeror has performed fewer than two contracts within the past three years of a similar size and scope that is required for this effort.